(19)

No. 99-1235

Supreme Court, U.S.
FILED
JUN - 8 2000
CLERK

IN THE

Supreme Court of the United States

GREEN TREE FINANCIAL CORP.—ALABAMA, AND GREEN TREE FINANCIAL CORPORATION,
Petitioners,

v.

LARKETTA RANDOLPH
Respondent.

On Writ of Certiorari to the United States Court of Appeals for the Eleventh Circuit

JOINT APPENDIX

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June 8, 2000

PETITION FOR CERTIORARI FILED JANUARY 21, 2000
CERTIORARI GRANTED APRIL 3, 2000

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
(Montgomery)

Civil Docket No. 96-CV-11

LARKETTA RANDOLPH, on behalf of herself and all others similarly situated,

Plaintiff,

v.

GREEN TREE FINANCIAL CORP.—ALABAMA,

Defendant.

DOCKET ENTRIES

DATE	NO.	PROCEEDINGS
1/3/96	1	COMPLAINT containing request for class certification (Exhibits A-C attached), Filing Fee $ 120 Receipt # 58402 (cac) [Entry date 01/05/96]
1/3/96	1	DEMAND for jury trial by Larketta Randolph (cac) [Entry date 01/05/96]
1/5/96	2	SUMMONS issued for Green Tree—Alabama; summons and complaint mailed by cmrrr to named defendant. (cac) [Entry date 01/05/96]
1/5/96	--	File referred to Judge De Ment. (cac) [Entry date 01/05/96]
1/9/96	3	RETURN RECEIPT CARD showing service of summons and complaint on (signature illegible) on 1/8/96 for Green Tree -

DATE	NO.	PROCEEDINGS
		Alabama . Answer due on 1/28/96 for Green Tree - Alabama (cac) [Entry date 01/10/96]
1/24/96	4	MOTION by Green Tree—Alabama to Extend Time in which to move, answer or otherwise respond to complaint referred to Judge Ira De Ment (cac) [Entry date 01/25/96]
1/29/96	—	Stamped ORDER granting [4-1] motion to Extend Time in which to move, answer or otherwise respond to complaint, reset Aswer deadline to 2/12/96 for Green Tree—Alabama (by Judge Ira De Ment), copies mailed to counsel; furnished to RL. (jrr) [Entry date 01/29/96]
2/12/96	5	MOTION by Green Tree—Alabama to Compel arbitration, and to Stay proceedings pending resolution of arbitration, or, in the alternative, to Dismiss (Exhibit 1 attached), referred to Judge Ira De Ment (cac) [Entry date 02/13/96]
2/12/96	6	BRIEF by Green Tree - Alabama in support of [5-1] motion to Compel arbitration, [5-2] motion to Stay proceedings pending resolution of arbitration, [5-3] motion to Dismiss referred to Judge Ira De Ment (cac) [Entry date 02/13/96]
2/14/96	7	ORDER TO SHOW CAUSE as to why defendant's motion to compel arbitration, etc., should not be granted: Response to Order to Show Cause due on 2/28/96 for Larketta Randolph (signed by Judge Ira De

DATE	NO.	PROCEEDINGS
		Ment) , copies mailed to counsel; furnished to RL. (cac) [Entry date 02/14/96]
2/26/96	8	MOTION by Larketta Randolph to Extend Time in which to respond to defendant's motion to compel arbitration referred to Judge Ira De Ment (cac) [Entry date 02/27/96]
2/28/96	—	Stamped ORDER granting [8-1] motion to Extend Time in which to respond to defendant's motion to compel arbitration, Response to Motion reset to 3/13/96 for [5-1] motion to Compel arbitration (by Judge Ira De Ment) , copies mailed to counsel; furnished to RL. (war) [Entry date 02/28/96]
3/12/96	9	MOTION by Larketta Randolph to Extend Time To Respond to Defendant's Motion to Compel Arbitration; referred to Judge Ira De Ment (dmk) [Entry date 03/12/96] [Edit date 03/14/96]
3/18/96	—	Stamped ORDER granting [9-1] motion to Extend Time To Respond to Defendant's Motion to Compel Arbitration (by Judge Ira De Ment) , copies mailed to counsel. (dmk) [Entry date 03/18/96]
3/18/96	10	RESPONSE by Larketta Randolph and opposition to [5-1] motion to Compel arbitration by Green Tree—Alabama (Exhibit A attached); referred to Judge Ira De Ment (dmk) [Entry date 03/19/96]
3/18/96	11	MOTION by Larketta Randolph to Stay Arbitration, and Allow Limited Discovery; re-

DATE	NO.	PROCEEDINGS
		ferred to Judge Ira De Ment (dmk) [Entry date 03/19/96]
3/18/96	12	MOTION by Larketta Randolph For Leave to Amend [1-1] complaint; referred to Judge Ira De Ment (dmk) [Entry date 03/19/96]
3/20/96	13	ORDER TO SHOW CAUSE why plaintiff's motion to stay arbitration and allow limited discovery should not be granted: Response to Order to Show Cause due on 4/3/96 for Green Tree—Alabama (signed by Judge Ira De Ment), copies mailed to counsel; furnished to RL. (dmk) [Entry date 03/20/96]
3/22/96	14	MOTION by Green Tree—Alabama to Extend Time To Respond To Order To Show Cause; referred to Judge Ira De Ment (dmk) [Entry date 03/25/96]
3/26/96	—	Stamped ORDER granting [14-1] motion to Extend Time To Respond To Order To Show Cause, reset response to Order to Show Cause due on 4/10/96 for Green Tree —Alabama (by Judge Ira De Ment), copies mailed to counsel; furnished to RL. (dmk) [Entry date 03/26/96]
4/10/96	15	Response by Green Tree—Alabama to [13-1] Order to Show Cause re: arbitration issues, referred to Judge Ira De Ment (cac) [Entry date 04/11/96]
5/8/96	16	MOTION by Larketta Randolph for Leave to File reply to defendant's response to show cause order with respect to abtitration issues (reply attached), referred to Judge Ira De Ment (cac) [Entry date 05/08/96]

DATE	NO.	PROCEEDINGS
5/10/96	—	Stamped ORDER granting [16-1] motion for Leave to File reply to defendant's response to show cause order with respect to arbitration issues (by Judge Ira De Ment), copies mailed to counsel; furnished to RL. (cac) [Entry date 05/10/96]
5/10/96	17	REPLY by Larketta Randolph to defendant's response to show cause order with respect to arbitration issues, referred to Judge Ira De Ment (cac) [Entry date 05/10/96]
6/4/96	18	MOTION by Green Tree—Alabama for Leave to File supplemental reply brief re: motion to compel arbitration (supplemental brief attached), referred to Judge Ira De Ment (cac) [Entry date 06/04/96]
6/6/96	—	Stamped ORDER granting [18-1] motion for Leave to File supplemental reply brief re: motion to compel arbitration (by Judge Ira De Ment), copies mailed to counsel. (cac) [Entry date 06/06/96]
6/6/96	19	Supplemental BRIEF by Green Tree—Alabama in support of [5-1] motion to Compel arbitration referred to Judge Ira De Ment (cac) [Entry date 06/06/96]
6/11/96	20	MOTION by Green Tree—Alabama for Protective Order with respect to notice of deposition (Exhibits 1-2 attached), referred to Mag. Judge John L. Carroll (cac) [Entry date 06/12/96]
6/24/96	21	ORDER, Plaintiff's Response to Motion set to 6/28/96 for [20-1] motion for Protective Order with respect to notice of deposition;

DATE	NO.	PROCEEDINGS
		directing the clerk's office to provide counsel for the parties with a copy of this order by facsimile, (signed by Mag. Judge John L. Carroll), copies mailed to counsel; faxed as directed. (cac) [Entry date 06/24/96]
6/27/96	22	MOTION by Larketta Randolph to Extend Time in which to respond to defendant's motion for protective order referred to Judge Ira De Ment (cac) [Entry date 06/28/96]
7/2/96	—	Stamped ORDER granting [22-1] motion to Extend Time in which to respond to defendant's motion for protective order, Response to Motion reset to 7/12/96 for [20-1] motion for Protective Order with respect to notice of deposition (by Mag. Judge John L. Carroll) , copies mailed to counsel. (cac) [Entry date 07/02/96]
7/8/96	23	MOTION by Larketta Randolph for Leave to File second amended complaint (Second amended complaint attached); referred to Judge Ira De Merit (ydl) [Entry date 07/09/96]
7/8/96	24	RESPONSE by Larketta Randolph in opposition to [20-1] motion for Protective Order with respect to notice of deposition by Green Tree—Alabama; referred to Mag. Judge John L. Carroll (ydl) [Entry date 07/09/96]
8/5/96	—	Stamped ORDER denying [20-1] motion for Protective Order with respect to notice of deposition (signed by Judge Ira De Ment),

DATE	NO.	PROCEEDINGS
		copies mailed to counsel, furnished to RL. (vmc) [Entry date 08/05/96]
8/9/96	25	ORDER TO SHOW CAUSE as to why plaintiff's motion for leave to file second amended complaint should not be granted: Response to Order to Show Cause due on 8/23/96 for Green Tree—Alabama (signed by Judge Ira De Ment), copies mailed to counsel, furnished to RL. (vmc) [Entry date 08/09/96] [Edit date 08/21/96]
8/13/96	26	SCHEDULING ORDER setting Pretrial Conference for 9/3/97 before Judge Ira De Ment; Motion Filing deadline on 6/5/97; Discovery cutoff 8/20/97; jury trial set for 10/6/97 before Judge Ira De Ment; set amended pleading deadline for 10/27/96; Mediation Notice deadline on 11/22/96 (signed by Judge Ira De Ment), copies mailed to counsel; furnished to MT and RL. (cac) [Entry date 08/13/96]
12/10/96	—	Stamped ORDER granting [23-1] motion for Leave to File second amended complaint (by Judge Ira De Ment), copies mailed to counsel; furnished to RL. (vmc) [Entry date 12/10/96]
12/10/96	27	AMENDED COMPLAINT by Larketta Randolph amending [1-1] complaint; jury demand (vmc) [Entry date 12/10/96]
12/10/96	27	DEMAND for jury trial by Larketta Randolph (vmc) [Entry date 12/10/96]
12/19/96	28	MOTION by Green Tree—Alabama to Compel arbitration, and to Stay pro-

DATE	NO.	PROCEEDINGS
		ceedings, or, in the alternative, to Dismiss second amended complaint referred to Judge Ira De Ment (cac) [Entry date 12/20/96]
1/13/97	29	Notic [sic] of filing additional authority by Larketta Randolph in opposition to [28-1] motion to Compel arbitration (w/attachments), referred to Judge Ira De Ment (cac) [Entry date 01/14/97]
3/6/97	30	SUPPLEMENTAL BRIEF by Green Tree—Alabama in support of [28-1] motion to Compel arbitration referred to Judge Ira De Ment (ajw) [Entry date 03/10/97]
3/6/97	31	SUPPLEMENTAL SUBMISSION by Green Tree—Alabama in support of [28-1] motion to Compel arbitration by Green Tree—Alabama (Exhibit A attached); referred to Judge Ira De Ment (ajw) [Entry date 03/10/97]
3/18/97	32	Notice of Filing Additional Authority by Larketta Randolph in support of [28-1] motion to Compel arbitration referred to Judge Ira De Ment (ajw) [Entry date 06/11/97]
4/2/97	33	Second Supplemental BRIEF by Green Tree—Alabama in support of [30-1] brief in support (w/attachments); referred to Judge Ira De Ment (ajw) [Entry date 04/03/97]
4/24/97	34	Notice of Filing Additional Authorities by Larketta Randolph in support of [29-1] brief in opposition (Exhibits A & B attached); referred to Judge Ira De Ment (ajw) [Entry date 04/25/97]

DATE	NO.	PROCEEDINGS
6/10/97	35	Notice of Filing Additional Authority by Larketta Randolph in support of [28-1] motion to Compel arbitration (Exhibit A attached); referred to Judge Ira De Ment (ajw) [Entry date 06/11/97]
6/26/97	36	Notice Concerning Settlement Conference and Mediation filed by Green Tree—Alabama; referred to Judge Ira De Ment (nna) [Entry date 06/26/97] [Edit date 06/26/97]
8/4/97	37	ORDER setting Rule 16 Scheduling Order Deadlines: Pretrial Conference for 2:00 P.M., 9/3/97, in chambers, Montgomery, AL, before Judge Ira De Ment; Proposed Pretrial Order due 8/29/97; Jury Trial set for 10/6/97, Montgomery, AL, before Judge Ira De Ment; (signed by Judge Ira De Ment); copies mailed to counsel; furnished to MT, RL, RG. (nna) [Entry date 08/04/97]
9/2/97	38	ORDER that the trial presently set 10/6/97, and the pretrial hearing presently set 9/3/97, are hereby CONTINUED ; resetting Scheduling Order Deadlines: joining of parties, amended pleadings on 11/16/97; Discovery cutoff to 10/9/97; Motion Filing to 7/25/97; Pretrial Conference for 10/23/97, in Montgomery, AL, before Judge Ira De Ment; Jury Trial set for 12/2/97, in Montgomery, AL, before Judge Ira De Ment; Mediation Notice to 11/16/97; the deadlines in the Rule 16 Uniform Scheduling Order filed previously in this case are to be adjusted in accordance with the new pretrial and trial

DATE	NO.	PROCEEDINGS
		dates (signed by Judge Ira De Ment); copies mailed to counsel; furnished to MT, RL, CAC. (nna) [Entry date 09/03/97]
9/16/97	39	ORDER setting Scheduling Order Deadlines: Pretrial hearing as provided by Rule 16, Federal Rules of Civil Procedure, on 10/23/97, at 10:00 A.M. in Chambers, Montgomery, AL, before Judge Ira De Ment; parties are DIRECTED to jointly prepare a proposed pretrial order in accordance with the attached outline; plaintiff is DIRECTED to mail the original of the proposed pretrial order to this Court to be received no later than five business days prior to the pretrial hearing; Proposed Pretrial Order due 10/28/97; Jury Trial commences 12/2/97, in Montgomery, AL ; and as further setout (signed by Judge Ira De Ment); copies mailed to counsel; furnished to MT, RL, CAC. (nna) [Entry date 09/16/97]
9/29/97	—	Stamped ORDER granting [12-1] motion For Leave to Amend [1-1] complaint (by Judge Ira De Ment); copies mailed to counsel. (nna) [Entry date 09/29/97]
9/29/97	40	AMENDED COMPLAINT by Larketta Randolph amending [1-1] complaint, jury demand (nna) [Entry date 09/29/97]
9/30/97	41	SUMMONS issued for Green Tree Financial Corporation, Green Tree Financial Servicing Corporation; summons, complaint, amended complaint, and second amended complaint mailed to named defendants by

DATE	NO.	PROCEEDINGS
		cmrrr (nna) [Entry date 09/30/97] [Edit date 09/30/97]
10/8/97	42	RETURN RECEIPT CARD showing service of summons, complaint, amended complaint and second amended complaint on J. Nelson on 10/3/97 for Green Tree Servicing. Answer due on 10/23/97 for Green Tree Servicing (nna) [Entry date 10/08/97] [Edit date 10/08/97]
10/8/97	43	RETURN RECEIPT CARD showing service of summons, complaint, amended complaint and second amended complaint on J. Nelson on 10/3/97 for Green Tree Financial. Answer due on 10/23/97 for Green Tree Financial (nna) [Entry date 10/08/97] [Edit date 10/08/97]
10/10/97	44	MOTION by Green Tree—Alabama to Compel Arbitration and to Stay Proceedings or, in the alternative to Dismiss Amended Complaint; referred to Judge Ira De Ment (nna) [Entry date 10/14/97]
10/14/97	45	NOTICE OF FILING ADDITIONAL AUTHORITY (BRIEF w/Exhibits A-B attached) by Larketta Randolph in support of [29-1] brief in opposition; referred to Judge Ira De Ment (nna) [Entry date 10/15/97]
10/16/97	46	JOINT MOTION by Larketta Randolph, Green Tree—Alabama, Green Tree Financial for Extension to File Pretrial Order ; referred to Judge Ira De Ment (nna) [Entry date 10/17/97]

DATE	NO.	PROCEEDINGS
10/17/97	47	MOTION by Green Tree—Alabama for Leave to File supplemental reply brief; referred to Judge Ira De Ment (nna) [Entry date 10/20/97]
10/21/97	—	Stamped ORDER granting [46-1] joint motion for Extension to File Pretrial Order (by Judge Ira De Ment); copies mailed to counsel. (nna) [Entry date 10/22/97]
10/21/97	48	ORDER that the pretrial hearing presently set for 10/23/97 is hereby reset to 11/7/97, at 2:30 P.M., in Chambers, Montgomery, AL, before Judge Ira De Ment; it is further ORDERED, that defendant file one (1) pleading expressing defendant's contentions and arguments on or before 12:00 p.m., October 31, 1997; this pleading shall taken [sic] the place of all of defendant's previous pleadings filed to date; defendant may also contemporaneously submit an evidentiary appendix in support of its pleading (signed by Judge Ira De Ment); copies mailed to counsel; furnished to MT, RL. (nna) [Entry date 10/22/97]
10/23/97	49	Notice of Filing Additional Authority; referred to Judge De Ment (nna) [Entry date 10/24/97]
10/31/97	50	MOTION by Green Tree—Alabama, Green Tree Financial, Green Tree Servicing to Compel Arbitration, to Stay, or, in the alternative to Dismiss; referred to Judge Ira De Ment (nna) [Entry date 10/31/97]

DATE	NO.	PROCEEDINGS
10/31/97	50	BRIEF by Green Tree—Alabama, Green Tree Financial, Green Tree Servicing in support of [50-1] motion to Compel Arbitration, [50-2] motion to Stay, [50-3] motion to Dismiss; referred to Judge Ira De Ment (nna) [Entry date 10/31/97]
10/31/97	51	EVIDENTIARY SUBMISSION (BRIEF) by Green Tree—Alabama, Green Tree Financial, Green Tree Servicing in support of [50-1] motion to Compel Arbitration, [50-2] motion to Stay, [50-3] motion to Dismiss ; (Exhibit 1-3 attached) referred to Judge Ira De Ment (nna) [Entry date 10/31/97]
11/26/97	52	MEMORANDUM OPINION AND ORDER granting [50-1] motion to Compel Arbitration; denying [50-2] motion to Stay; granting [50-3] motion to Dismiss WITH PREJUDICE; defendant Green Tree Financial Servicing Corporation be and the same is hereby DISMISSED as a party Defendant to this action; plaintiff is herewith ENJOINED and RESTRAINED from failing forthwith to arbitrate her claims against the remaining Green Tree Defendants (signed by Judge Ira De Ment); copies mailed to counsel; (nna) [Entry date 11/26/97]
11/26/97	—	Case closed (nna) [Entry date 06/25/98]
12/10/97	53	MOTION by Larketta Randolph for Reconsideration of [52-1] order (Exhibits A-B attached); referred to Judge Ira De Ment (nna) [Entry date 12/10/97]

DATE	NO.	PROCEEDINGS
12/12/97	54	ORDER TO SHOW CAUSE, if any there be, no later than 12/29/97, as to why said motion for reconsideration, filed by 12/10/97, should be granted: Response to Order to Show Cause due on 12/29/97 for Green Tree Financial, for Green Tree—Alabama (signed by Judge Ira De Ment); copies mailed to counsel (nna) [Entry date 12/12/97]
12/17/97	55	MOTION by Larketta Randolph to Toll Running of Time for Appeal; referred to Judge Ira De Ment (nna) [Entry date 12/18/97]
12/19/97	56	ORDER denying as moot [55-1] motion to Toll Running of Time for Appeal (signed by Judge Ira De Ment), copies mailed. VACATED PER ORDER DATED 12/23/97 (hhk) [Entry date 12/19/97] [Edit date 12/23/97]
12/22/97	57	MOTION by Larketta Randolph for Reconsideration of [56-1] order re: motion to toll-running [sic] of time for appeal; referred to Judge Ira De Ment (dmk) [Entry date 12/23/97]
12/23/97	58	ORDER granting [57-1] motion for Reconsideration of [56-1] order re: motion to toll-running [sic] of time for appeal; vacating [56-1] order re: motion to toll the running time; that time for plaintiff's filing appeal is hereby tolled until such time as court rules on plaintiff's 12/10/97 motion for reconsideration (signed by Judge Ira De Ment),

DATE	NO.	PROCEEDINGS
		copies mailed to counsel. (dmk) [Entry date 12/23/97]
12/30/97	59	RESPONSE by Green Tree—Alabama, Green Tree Financial to [57-1] motion for Reconsideration of [56-1] order re: motion to toll running of time for appeal by Larketta Randolph; referred to Judge Ira De Ment (nna) [Entry date 12/30/97]
1/5/98	60	ORDER denying [53-1] motion for Reconsideration of [52-1] order (signed by Judge Ira De Ment); copies mailed to counsel (nna) [Entry date 01/05/98]
1/21/98	61	NOTICE OF APPEAL by Larketta Randolph to the U.S. Court of Appeals, Eleventh Circuit from the order entered on 1/5/98, denying Plaintiff's Motion for Reconsideration of Judge DeMent's [sic] Memorandum Opinion and Order entered on 11/26/97. (Copies mailed to C. Knox McLaney, III, Esq., with appeal information sheet & civil docketing statement; Angela L. Kimbrough, Esq., Lynn W. Jinks, III, Esq., Robert Huffaker, Esq., William Webster, Esq., & certified copy to USCA with copies of orders appealed from and docket entires [sic].) FILING FEE $ 105.00 RECEIPT # 69289 (hhk) [Entry date 01/22/98]
1/22/98	—	Notice of Appeal and certified copy of docket to USCA: [61-1] appeal by Larketta Randolph (hhk) [Entry date 01/22/98]
1/30/98	—	USCA Case Number Re: [61-1] appeal by Larketta Randolph USCA NUMBER: 98-6055 (hhk) [Entry date 02/06/98]

DATE	NO.	PROCEEDINGS
4/9/98	—	Request for Certificate of Readiness from USCA, 11th Circuit, Re: [61-1] appeal by Larketta Randolph (hhk) [Entry date 04/10/98]
4/10/98	—	CERTIFICATE OF READINESS of record on appeal mailed to USCA, 11th Circuit and counsel: [61-1] appeal by Larketta Randolph (hhk) [Entry date 04/10/98]
7/31/98	—	REQUEST for Record On Appeal from USCA re: [61-1] appeal by Larketta Randolph (hhk) [Entry date 08/04/98]
8/4/98	—	Certified and transmitted Record on Appeal to U.S. Court of Appeals: [61-1] appeal by Larketta Randolph (hhk) [Entry date 08/04/98]
8/10/98	—	ACKNOWLEDGEMENT of RECEIPT of RECORD ON APPEAL from USCA Re: USCA Number: 98-6055 (kcg) [Entry date 08/11/98]

UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT
ATLANTA

Docket # 98-6055-FF

RANDOLPH

v.

GREEN TREE FINANCIAL

DOCKET ENTRIES

DATE	PROCEEDINGS
03/12/98	Probable Jurisdiction Noted
04/02/98	Appearance Form Submitted: Angela L. Kimbrough
04/20/98	Certificate of Readiness
05/04/98	Briefing Notice Issued
06/15/98	Appellant Brief
07/23/98	Appellee Brief
08/19/98	Reply Brief
03/25/99	Argument Scheduled
03/27/99	See Previous Docket Sheet for Case Information prior to conversion date.
06/22/99	Opinion Issued
06/22/99	Judgment Entered
06/22/99	OPIN1 (Opinion-Issuance) issued.
07/06/99	Bill of Costs Filed: Costs awarded to Appellant: Appellant

DATE	PROCEEDINGS
07/13/99	Motion to File Amicus Brief (AMERICAN BANKERS ASSOCIATION, ET AL.)
07/13/99	Motion to File Amicus Brief (ALABAMA BANKERS ASSOCIATION, ET AL.)
07/13/99	Amicus Brief OF AMERICAN BANKERS ASSOC, ET AL. in support of rehearing
07/13/99	Amicus Brief OF ALABAMA BANKERS ASSOC, ET AL. in support of rehearing
07/13/99 07/14/99	Petition for Rehearing En Banc
07/21/99	The motions of Alabama Bankers Assoc and American Bankers Assoc for leave to file brief of amici curiae is [sic] GRANTED. EEC
07/21/99	MOT2 (Motion-Court Action) issued.
08/13/99	Supplemental Authority for Appellee; sent to OA panel on 8/19/99
09/02/99	TESTHAB3 (Test HAB-3 Letter) issued.
09/02/99	MOT2 (Motion-Court Action) issued.
09/13/99	Motion to Allow Filing of Supplemental Authority (Appellees)
09/15/99	Motion to Allow Filing of Supplemental Authority (Appellant)
09/29/99	Appellees', Green Tree Financial Corp.-Alabama, and Green Tree Financial Corp., motion to allow filing of supplemental authority is granted. Appellant, Larketta Randolph's motion to allow filing of supplemental authority is granted. (EEC) J

DATE	PROCEEDINGS
09/29/99	Supplemental Authority for Appellant
09/29/99	Supplemental Authority for Appellee
09/29/99	MOT2 (Motion-Court Action) issued.
10/28/99	The Petition(s) for Rehearing are DENIED and no member of this panel nor other Judge in regular active service on the Court having requested that the Court be polled on rehearing en banc, the Petition(s) for Rehearing En Banc are DENIED.
10/28/99	REHG1(Rehearing-Transmittal) issued.
11/03/99	Motion to Stay Mandate filed by Appellee
11/19/99	Appellees' motion to stay issuance of mandate pending filing of cert is GRANTED. Mandate is stayed for 90 days . . . (EEC)(see file for complete text)
11/19/99	MOT2 (Motion-Court Action) issued.
01/31/00	Notice of Filing Certiorari, SC #99-1235
04/06/00	Certiorari Granted - SC #99-1235

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

Case No. 96-D-11-N

LARKETTA RANDOLPH, on behalf of herself
and all others similarly situated,
Plaintiff,

vs.

GREEN TREE FINANCIAL CORP.—ALABAMA,
Defendant.

AFFIDAVIT OF LARKETTA RANDOLPH

Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally came and appeared Larketta Randolph, who is known to me and who, after first being duly sworn, did depose and say as follows:

My name is Larketta Randolph and I am the Plaintiff in the above styled cause. I am over the age of 21 years and of sound mind. I am under no disability and am, in all respects, competent to testify in this matter. I am making this affidavit based upon my own personal knowledge of the facts as stated herein.

The transaction which forms the basis of this cause occurred on January 25, 1994, when I purchased a mobile home from Better Sense [sic] Homebuilders, Inc. In connection with the purchase of that mobile home, I executed some paperwork presented to me by a representative of Better Sense [sic]. I did not participate in any way in the preparation of this paperwork. At the time of my execution of this document I was not given an opportunity to read it. It was merely placed in front of me and I was instructed where to

sign. The Better Sense [sic] representative, Robert Banks, brought this paperwork to my home for me to sign. He told me that he was in a hurry, that he had to get the paperwork turned in that day to prevent the interest rate from going up. He did not give me an opportunity to read it before I signed it. Idid [sic] not even know that there was anything on the reverse of the paperwork. I was never shown the reverse side of the contract. It was not pointed out to me, and I was not informed, that there were provisions on the reverse side of the contract which might affect my rights. Specifically, I was not told nor was I given an opportunity to read any arbitration language on the reverse side of the contract. At the time of my execution of this contract I certainly did not understand that I was giving up my right to a trial by jury in the event that I was damaged by any wrongful conduct of the creditor.

SWORN TO SUBSCRIBED to me this 15th day of March, 1996.

/s/ Larketta Randolph
LARKETTA RANDOLPH

/s/ Sarah Kathryn Chandler
SARAH KATHRYN CHANDLER
NOTARY PUBLIC
COMMISSION EXPIRES: 1-18-98

[Filed Dec. 10, 1996]

IN THE UNITED DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

CASE NO. CV-96-D-11-N

LARKETTA RANDOLPH, on behalf of herself
and all others similarly situated,
Plaintiff,

vs.

GREEN TREE FINANCIAL CORP.,
GREEN TREE FINANCIAL SERVICING CORPORATION AND
GREEN TREE, FINANCIAL CORP—ALABAMA
Defendant.

SECOND AMENDED COMPLAINT
MATTERS COMMON TO MULTIPLE COUNTS

1. This action seeks redress for the practices of defendant Green Tree Financial Corp., Green Tree Financial Corp.—Alabama and Green Tree Financial Servicing Corporation (hereinafter referred to collectively as "Green Tree") for requiring "vendor single interest" insurance, said coverage protecting the vendor or lienholders against costs of repossession in the event of default. The requirement of such a provision without disclosure is a violation of the Federal Truth-In-Lending Act ("TILA").

JURISDICTION AND VENUE

2. This Court has jurisdiction under 28 U.S.C. § 1331 and 15 U.S.C. § 1640. The venue in this District is proper because the events complained of took place in this District.

PARTIES

3. Plaintiff, Larketta Randolph, resides at Route 3, Box 26, Union Springs, Alabama, 36089-9803.

4. Defendant, Green Tree Financial Corp., is a Delaware corporation with a place of business located at 324 Interstate Park Drive, Montgomery, Alabama 36109, and with its principal place of business located at 1100 Landmark Towers, 345 St. Peter Street, St. Paul, Minnesota, 55102-1639.

5. The Defendant, Green Tree Financial Corp.—Alabama, is a Delaware corporation with a place of business located at 324 Interstate Park Drive, Montgomery, Alabama, 36109.

6. The Defendant, Green Tree Financial Servicing Corporation, is a Delaware corporation and a wholly-owned subsidiary of Green Tree Financial Corp. Green Tree Financial Servicing Corporation provides servicing functions for the manufactured home contracts of Green Tree Financial Corp.

MS. RANDOLPH'S TRANSACTION

7. On or about January 25, 1994, Ms. Randolph purchased a 1994 Redman mobile home from Better Cents Home Builders, Inc. (hereinafter "Better Cents") in Opelika, Alabama. Better Cents obtained financing for Ms. Randolph from Green Tree in Montgomery, Alabama.

8. In connection with the financing for Ms. Randolph, Green Tree required insurance with a "vendor's single interest" rider which covered the cost of repossession in the event of default for Green Tree. *See Exhibit A*. No disclosure of this cost was made in the Truth in Lending disclosure. *See Exhibit B.*

9. On the anniversary date, Green Tree again required insurance against its potential cost of repossession and no Truth in Lending disclosure was made. *See Exhibit C.*

10. On information and belief, Green Tree fails to make Truth in Lending disclosures in any transaction in which it requires insurance which covers possible repossession expenses.

11. In its form contracts, Green Tree inserts and requires all consumers to sign a contract requiring a waiver of all causes of action against Green Tree, including statutory causes of action which would include any cause of action under any federal consumer protection act, under the guise of an arbitration agreement. See back page of Exhibit B.

12. The procurement of the arbitration contract is a fraudulent scheme effectuated by the superior bargaining power of defendant to prevent litigation, in that it is placed in an inconspicuous place on the contract, and is therefore void and unenforceable.

CLASS ALLEGATIONS

13. Plaintiff brings this action on behalf of a class.

14. The Class is tentatively defined as all persons who satisfy each of the following criteria:

a. They entered into a contract for the financing of a mobile home which was either with Green Tree or immediately assigned by the dealer who arranged financing to Green Tree;

b. Green Tree required insurance which provided coverage against possible repossession costs;

c. Their transaction was financed by a retail installment contract;

d. Their transaction was documented as a consumer transaction (i.e., TILA disclosures were provided);

e. The retail installment contract does not show the amount charged for the repossession coverage and each

subsequent renewal charge for insurance does not contain a truth in lending statement; and

f. The retail installment contract contained an arbitration clause which required a waiver of statutory rights under any federal consumer protection act as a condition to the extension of credit.

g. The statute of limitations is one year prior to the filing of this action as to Count I and two years prior to the filing of this action as to Count II.

15. Ms. Randolph is designated as the Class representative.

16. Plaintiff alleges that the Class is sufficiently numerous to make joinder impractical.

17. There are common questions of law and fact, which predominate over any individual questions. The common questions of fact are the failure to disclose the cost to the consumer of the possible repossession costs in the insurance policies required by Green Tree.

18. The common question of law is whether it is a violation of the Truth in Lending Act to fail to disclose charges for repossession expenses required by Green Tree in policies of insurance.

19. Plaintiff will fairly and adequately represent the interests of the Class. She feels that she has been the victim of unfair and deceptive trade practices by the defendant. She has retained counsel who have experience in prosecuting class actions and claims involving unfair and deceptive practices by financial institutions and their dealers, brokers and agents.

20. A class action is an appropriate means for the fair and efficient adjudication of this dispute. The unsophisticated consumers who are the victims of defendant's practices cannot afford to file individual suits. Most probably do not recognize that defendant's conduct is illegal.

COUNT I

21. Plaintiff incorporates paragraphs 1 through 20 by reference.

22. Green Tree is a creditor within the meaning of TILA.

23. The notes and security instruments signed by plaintiff and borrowers for the purchase of mobile homes were extensions of credit subject to TILA.

24. The requirement that insurance policies contain provisions covering Green Tree's possible repossession expenses are credit charges as defined by TILA and occur annually when each policy is renewed. No TILA disclosures are given by Green Tree.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the Class and against Defendant:

a. Awarding statutory damages;

b. Awarding actual damages;

c. Awarding attorney's fees and litigation expenses pursuant to 15 U.S.C. § 1640; and

d. Awarding costs of suit.

COUNT II

25. Plaintiff incorporates paragraphs 1 through 24 by reference.

26. Green Tree is a creditor within the meaning of the ECOA, 15 U.S.C § 1691.

27. In the form contract of Green Tree, which all consumers are required to sign for extensions of credit, is an arbitration clause which seeks to compel the resolution of all statutory causes of action in arbitration.

28. By requiring consumers to sign a contract waiving statutory causes of action, Green Tree violates 15 U.S.C.

§ 1691(a)(3) which prohibits a creditor from requiring a waiver of rights under the Federal Consumer Protection Act.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the Class and against Defendant:

a. Awarding punitive damages;

b. Awarding actual damages;

c. Awarding attorney's fees and litigation expenses; and

d. Awarding costs of suit.

COUNT III- FRAUD IN THE INDUCEMENT

29. Plaintiff incorporates paragraphs 1 through 28 by reference.

30. The arbitration agreement at issue is a fraudulent scheme engaged in by defendant for the purpose of procuring the agreement of its borrowers to an arbitration agreement without actual knowledge by the borrower. The scheme is effectuated by placing said agreement on the back of the document where it will not be easily seen.

31. Defendant's agent told plaintiff that she did not have time to read the entire contract before she signed it. On information and belief, Defendants' [sic] agents regularly encourage borrowers to sign without reading the back of the contract.

33. Defendant's superior bargaining position effectuated the arbitration contract for the purpose of denying Plaintiff and the class members their day in Court.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the Class and against Defendant by:

a. Awarding punitive damages;

b. Awarding actual damages;

c. Awarding attorney's fees and litigation expenses; and

d. Awarding costs of suit.

Respectfully submitted,

/s/ Angela L. Kimbrough
ANGELA L. KIMBROUGH
One of the attorneys for Plaintiff

OF COUNSEL:

C. Knox McLaney, III
McLANEY & ASSOCIATES, P.C.
509 S. Court Street
P.O. Box 4276
Montgomery, Alabama 36103
(334) 265-1282 (334) 265-2319 [FAX]

Lynn W. Jinks, III
JINKS, SMITHART, JACKSON & DANIEL, L.L.C.
219 N. Prairie Street
P. O. Box 350
Union Springs, Alabama 36089
(334) 738-4225 (334)738-4229 [FAX]

JURY DEMAND

Plaintiff demands trial by jury in this cause.

/s/ ANGELA L. KIMBROUGH
OF COUNSEL

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISON

Case No. CV-96-D-11-N

LARKETTA RANDOLPH, on behalf of herself
and all others similarly situated,
Plaintiff,

v.

GREEN TREE FINANCIAL CORP.—ALABAMA,
Defendant.

MOTION OF DEFENDANTS GREEN TREE FINANCIAL CORP., GREEN TREE FINANCIAL SERVICING CORPORATION AND GREEN TREE FINANCIAL CORP.—ALABAMA TO COMPEL ARBITRATION, MOTION TO STAY, OR, IN THE ALTERNATIVE, MOTION TO DISMISS

COME NOW the Defendants, Green Tree Financial Corp., Green Tree Financial Servicing Corporation and Green Tree Financial Corp.—Alabama, and move the Court to issue its order compelling the Plaintiff to arbitrate her claims against these Defendants and to stay further proceedings in this case pending resolution of the arbitration. In the alternative, the Defendants move the Court to dismiss the Complaint of the Plaintiff on the grounds that the Plaintiff's sole remedy against these Defendants is via an arbitration proceeding. As grounds for this motion, the Defendants submit the Affidavit of Kenneth Holt, the Affidavit of Brian Corey and extracts from the deposition of the Plaintiff which are being filed this date by separate submission.

/s/ Robert A. Huffaker
ROBERT A. HUFFAKER
RACHEL SANDERS-COCHRAN
Attorneys for Defendants
Green Tree Financial Corp.,
Green Tree Financial Servicing
Corporation and Green Tree
Financial Corp.—Alabama

Of Counsel:
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P.O. Box 270
Montgomery, Alabama 36101-0270
(334) 206-3100

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

Case No. CV-96-D-11-N

LARKETTA RANDOLPH, on behalf of herself and all other similarly situated,
Plaintiff,

v.

GREEN TREE FINANCIAL CORP.—ALABAMA,
Defendant.

EVIDENTIARY SUBMISSION OF DEFENDANTS IN SUPPORT OF MOTION TO COMPEL ARBITRATION, MOTION TO STAY, OR, IN THE ALTERNATIVE, MOTION TO DISMISS

COME NOW the Defendants, Green Tree Financial Corp., Green Tree Financial Servicing Corporation and Green Tree Financial Corp.—Alabama, and submit the following evidence and material in support of their Motion to Compel Arbitration, Motion to Stay, or, in the Alternative, Motion to Dismiss:

1. Affidavit of Kenneth Holt attached as Exhibit 1.

2. Affidavit of Brian Corey attached as Exhibit 2.

3. Extracts from the deposition of Larketta Randolph attached as Exhibit 3.

Of Counsel
RUSHTON, STAKELY, JOHNSTON & GARRETT, P.A.
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36101-0270
(334) 206-3100

/s/Robert A. Huffaker
ROBERT A. HUFFAKER
RACHEL SANDERS-COCHRAN
Attorneys for Defendants
Green Tree Financial Corp.,
Green Tree Financial Servicing
Corporation and Green Tree
Financial Corp.—Alabama

[EXHIBIT 1]

AFFIDAVIT OF KENNETH HOLT

STATE OF ALABAMA

MONTGOMERY COUNTY

Before me, the undersigned Notary Public in and for said state and county, personally appeared Kenneth Holt, who is known to me and who being by me first duly sworn, deposes and states as follows:

1. I am Kenneth Holt, Senior Credit Manager of Green Tree Financial Corp.—Alabama (hereinafter "Green Tree—Alabama"). I have personal knowledge of the matters and transactions set forth hereafter, and I give this Affidavit in support of the Motion to Compel Arbitration/Motion to Dismiss filed by Green Tree—Alabama in the case styled *Larketta Randolph v. Green Tree Financial Corp.—Alabama*, in the United States District Court for the Middle District of Alabama.

2. Green Tree—Alabama was incorporated on or about May 4, 1995, under the laws of the state of Delaware, and it maintains its principal place of business in Alabama. Green Tree—Alabama is a wholly owned subsidiary of Green Tree Financial Corp. ("Green Tree Corp.") Green Tree Corp. was at the time of the transactions made the basis of this suit, a corporation organized and existing under the laws of the state of Minnesota, and maintaining its principal place of business in St. Paul, Minnesota. Green Tree Financial Corp., a Delaware corporation with its principal place of business in Minnesota is the successor in interest through a merger with Green Tree Financial Corp., a Minnesota corporation. Green Tree Corp., through its predecessors and its affiliates, is engaged, among other business, in consumer finance operations in the 50 United States, including the state of Alabama.

3. In the performance of its business activities, Green Tree Corp., through its predecessors and its affiliates, purchases retail installment contracts from manufactured home dealers located in the various states in which it is engaged in the business of purchasing such installment contracts. In purchasing retail installment contracts from manufactured home dealers in Alabama, Green Tree Corp. remits payment to the dealer by check drawn on a banking institution located in Minnesota. Payments made by consumers on retail installment contracts purchased by Green Tree Corp. are processed through a payment processing company in Atlanta, Georgia.

4. In connection with the purchase of the manufactured home and the insurance which is the subject of this action, the Plaintiff executed a Manufactured Home Retail Installment Contract and Security Agreement, a copy of which is attached hereto as Exhibit 1. A copy of the retail installment contract would be maintained in the Montgomery, Alabama, office of Green Tree—Alabama, and other copies would have been distributed to Green Tree Corp.'s Loan Servicing Department, whose offices are located in St. Paul, Minnesota.

5. The installment contract executed by Larketta Randolph lists Green Tree Corp. as the assignee. Pursuant to a Servicing Agreement, Green Tree—Alabama makes collections on this installment contract and otherwise performs all customary and contractual servicing activities on the contract in behalf of Green Tree Corp.

6. The installment contract signed by the Plaintiff requires that physical damage insurance on the mobile home be obtained. The insurance obtained by the Plaintiff was a policy issued by American Family Home Insurance Company. The insurance premium for the policy of insurance was disclosed on the retail installment contract, and this premium was financed. Green Tree Corp. remitted payment

of the first year's premium by check drawn on a bank located in Minnesota made payable to Green Tree Agency in St. Paul, Minnesota. Green Tree Agency, Inc. is a corporation organized under the laws of the state of Minnesota and maintains its principal place of business in St. Paul, Minnesota, and is a wholly owned subsidiary of Green Tree Corp.

7. American Family Home Insurance Company is an insurance company organized under the laws of the state of Florida and maintains its home office in Cincinnati, Ohio. Under normal practices, the policy of insurance issued by American Home would have been delivered by mail to the Plaintiff from the home office or regional office of American Home located outside the state of Alabama. Correspondence from American Home to the Plaintiff would have been via letters and other material transmitted through the United States Mail from the home office and regional offices of American Home located outside the state of Alabama. In the event of any claims being made under the policy of insurance issued to the Plaintiff, claims adjusting and processing would have been handled by American Home from a claims office located outside the state of Alabama.

8. The mobile home purchased by the Plaintiff in the transaction made the basis of this suit was manufactured by Redmon Homes, Inc. Redmon is located in, and the mobile home was manufactured in, Georgia.

/s/ Kenneth Holt
KENNETH HOLT

SWORN TO AND SUBSCRIBED before me this 12th day of February, 1996.

[SEAL]

/s/ Pam Cornelius
NOTARY PUBLIC
MY COMMISSION EXPIRES:
2/16/97

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT (CONV. - FHA - VA)

Date 1-25 19 94 — AGREEMENT DATE: 1/31/94 — ACCOUNT # 22417247

BUYER: RANDOLPH, LARKETTA, RT 3 BOX 26, UNION SPRINGS, AL 36089
(Print full name) (No. Street) (City State Zip)

SELLER: BETTER CENTS HOME BUILDERS,INC,, 506 COLUMBUS PARKWAY, OPELIKA, AL 36801
(Dealer's name) (No. Street) (City State Zip)

ASSIGNEE: GREEN TREE FINANCIAL CORP., 324 INTERSTATE PARK DRIVE, MONTGOMERY, AL 36109
(Name of Financial Institution) (No. Street) (City State Zip)

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my purchase on credit, including my down payment of)
9.75 %	$ 55278.00	$ 33033.00	$ 88311.00	$ 6500.00 $ 94811.00

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
300	294.37	Monthly beginning MARCH 5th 1994

SECURITY: I am giving a security interest in:
X The goods or property being purchased. XX Real property located at RT 3 BOX 26 UNION SPRINGS , AL 36089

FILING FEES $ .00 LATE CHARGE: If a payment is more than 15 days late, I will be charged $ 5.00 or 5.00 of the payment, whichever is LESS

PREPAYMENT: If I pay off early I may be entitled to a refund of part of the finance charge.
ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms. See the Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

1 Cash Sale Price (including taxes of)	$ 885.00	$ 38058.00
2. Gross Trade-In	$ 4000.00	
Less Amount Owed on Trade-In	$ .00	
Net Trade-In	$ 4000.00	
Description: Make LIBRA Year 1975 Size 60 X 12		
3 Cash Down Payment	$ 2500.00	
4. Total Down Payment	$	6500.00
5. Unpaid Balance of Cash Sale Price (1 - 4)	$	32458.00
6. Paid to Public Officials	$	30.00
7 Paid to Insurance Companies	$	545.00
8 Paid to Appraiser	$	.00
9. a. Paid to	$	.00
b. Paid to	$	.00
c. Paid to	$	.00
d Paid to	$	.00
e. Paid to	$	.00
f. Paid to	$	.00
g Paid to	$	.00
h Paid to	$	.00
10 Principal Balance (5 + 6 + 7 + 8 + 9 a.-h.)	$	33033.00
11. Prepaid Finance Charges DISCOUNT POINTS	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
12 Amount Financed (10 - 11)	$	33033.00

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you,

I will pay you $ 545.00 for insurance protection for a term of 01 years

X	Comprehensive ($ 250.00 deductible)		
X	Flood		
X	Liability	X	Vendor's Single Interest
N/A	Other		
N/A	Other		
N/A	Other		

OPTIONAL CREDIT LIFE AND DISABILITY INSURANCE

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

N/A	Single Credit Life Insurance	$ .00
N/A	Joint Credit Life Insurance	$ .00
N/A	Single Credit Disability Insurance	$ .00
	Total	$ .00

X
Signature of Buyer(s) Insured Date

1. DEFINITIONS: "I", "me" "my" means the Buyer(s). "You" "Your" "You" means the Seller. "Manufactured Home" means both the manufactured home and other property. "Contract" means this Retail Installment Contract and Security Agreement.

Manufactured Home: NEW/USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
N	1994 REDMAN	BREEZEWOOD	11425212	24 X 70

17C330101003/103/0161HE

Washer X Dryer X Air Conditioner 930300642U Wheels/Axles

Other (Describe)

2. PURCHASE: I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown above as the "Cash Sale Price", and the credit price is shown above as the "Total Sale Price". I choose to buy the Manufactured Home on credit.

3. ASSIGNMENT: If (box) is a financial institution shown as "Assignee" above, you are going to sell this Contract to that financial institution. I will make my payments to the financial institution "You" and "Your" also means the financial institution after the Contract is sold.

4. SECURITY INTEREST: I give you a security interest under the applicable certificate of title law and the applicable Uniform Commercial Code in the Manufactured Home and all property added or attached to it, to secure my obligations under this Contract. I also assign directly to you any interest I may have in any insurance policy or proceeds because covering the Manufactured Home. I agree to execute any applications for certificate of title or ownership, financing statements or other documents necessary to perfect your security interest in the Manufactured Home. I authorize you to prepare and file financing statements signed only by you to the extent allowed by law. This Contract shall constitute a counterpart thereof for authentication purposes. To the extent, if any, that any Contract (whether or not so designated) constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) no security interest in any Contract may be created in any other medium other than the counterpart labeled "Lender's Copy".

5. PAYMENTS: I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown above.

6. LATE CHARGE: I agree to pay a late charge for late payment as shown above.

YOU HAVE THE OPTION TO PROVIDE SUCH PHYSICAL DAMAGE INSURANCE AS IS REQUIRED IN CONNECTION WITH THIS PURCHASE EITHER THROUGH AN EXISTING POLICY OR BY A POLICY INDEPENDENTLY OBTAINED BY YOU.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT
CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

x Larketta Randolph
Signature of Buyer

X
Signature of Buyer

LARKETTA RANDOLPH

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the provisions of the Seller's Assignment set forth on the reverse side hereof. Said Seller's Assignment will also include the provisions of that paragraph set forth on the reverse side which is checked below.

BETTER CENTS HOME BUILDERS, INC
(Name of Seller)

By _____ Its _____

(X) A. Without Recourse ( ) B. Limited Recourse ( ) C. Repurchase ( ) D. With Recourse ( ) E. Limited Repurchase
Payments Payments

BEST AVAILABLE COPY

35

8. **PREPAYMENT REFUND: I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS CONTRACT WITHOUT ANY PENALTY.** I understand that any prepayment in an amount less than or equal to $100.00 will be considered a prepayment of all the "Finance Charge" next applied to the next monthly payment due. Any prepayment in an amount in excess of $100.00 will be applied as a pre-payment of the "Amount Financed" of the next scheduled payment date. If I pay the Contract in full, you will give me a refund of part of the Finance Charge. Any prepaid finance charge will not be included to figure this refund. The refund will be figured by the actuarial method, except that you will assume I made all payments on the due dates. I will not get a refund if the amount is less than $1.00.

9. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied or orally or unacknowledged oral any implied warranty of fitness for a particular purpose are irrevocably excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties. A statement as to model year is for identification purposes only.

10. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and fees that may be due for the Manufactured Home and the real estate it is located on; (c) not move the Manufactured Home from its original location without your written consent; (d) not use the Manufactured Home illegally; (e) not sell or lease the Manufactured Home without your written consent; (f) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property; and (g) not let anybody else have any interest in the Manufactured Home.

11. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as provided by you from time to time. I agree that insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain or maintain insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest at the highest rate of interest. If I repay you such amounts spent in purchasing the insurance within thirty (30) days, the default for my failure to provide insurance will be cured.

12. **DEFAULT:** I will be in default if: (a) I do not make a payment on time; or (b) I do not keep any of my other promises under this Contract; or (c) I file, or cause, or someone else files a case against me, under the United States Bankruptcy Code; or (d) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (c.) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following:

(a) Acceleration of Payments: You can require me to immediately pay you the entire remaining balance of this Contract less the refund described in the Prepayment Refund paragraph above.

(b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If no law applies you will hold it for 30 days. I must claim it within 30 days or you will dispose of it.

If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

14. **ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

15. **MISCELLANEOUS PROVISIONS:** This written Contract is the only agreement that covers my purchase of the Property. This Contract can only be modified or amended, or provisions of it waived (given up), by a written modification of this Contract, signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can agree to let me make some payments a little late any one of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all reasonable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent permitted by applicable law. I agree to cooperate with you if I receive any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. I agree that you may ask for this agreement by judicial process and are entitled to attorneys' fees, costs and disbursements incident to such enforcement.

16. **WAIVER OF JURY TRIAL:** I hereby waive any right to a trial by jury that I have in any action, claim, dispute or cause of action between me and the Seller, or me and any assignee of the Seller, where such litigation arises out of, or is related to, or is in connection with any provision of this Contract whether this Contract is asserted on the basis for a claim, cross claim, counterclaim, or third party claim.

17. **ARBITRATION:** All disputes, claims, or controversies arising between us or any of our successors or assigns that arise from this Contract, or the validity of this arbitration clause or the entire Contract, shall be resolved by binding arbitration by one arbitrator selected by Assignee with consent of Buyer(s). This arbitration Contract is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The arbitrator will decide the rights and liabilities of you and me, and the dispute will not be consolidated with any other matters or arbitrated on a class basis. The arbitrator will take actions necessary to achieve the parties' individual resolution of the dispute, including but not limited to, money damages, declaratory relief, and injunctive relief. Nothing in this Contract will prevent you or me from exercising self-help remedies, including but not limited to, repossession. If you or I exercise self-help remedies, or foreclose judicially or nonjudicially on any property that is collateral for this Contract, neither you nor I will be deemed to have waived our right to arbitrate the dispute. Nothing in this Contract will prevent you or me from filing a lawsuit in small claims court. Any party to this Contract may bring an individual action in small claims court. If any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, the remainder will continue in full force and effect. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION HEREIN, THIS CLAUSE, OR PURSUANT TO A COURT ACTION BY ASSIGNEE (AS PROVIDED IN 20 (B)).** The parties agree and understand that all disputes arising under or in law, statutory law, and all other laws, including, but not limited to, all state and federal laws, rules and regulations that govern the rights of the parties, will be ruled. The parties agree and understand that the arbitrator shall have all powers provided by the law and the Contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything herein to the contrary, Assignee retains any right to seek judicial or any judicial relief to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation secured by the Manufactured Home in foreclosure on the Manufactured Home. Such judicial relief shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Contract, including the filing of a counterclaim in a suit brought for judicial relief. And you can bind to the provisions.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

GUARANTY: I guarantee that all amounts owed under this Contract will be paid when due. I will still be obligated even if any of the Buyers are released or if you waive (give up) or delay enforcement of any of your rights under this Contract. You do not have to give me notice of any such waiver, delay or release. I also have to pay your attorney's fees and other court costs of enforcing this guarantee, as set forth in paragraph 14 above.

X _____ (Signature of Guarantor)

_____ (Address)

X _____ (Signature of Guarantor)

_____ (Address)

ASSIGNMENT

Seller hereby sells, assigns and transfers to Assignee its entire right, title and interest in the Contract and the property described therein (the "Property"), with full authority to do every act and thing necessary to collect and discharge same. To induce Assignee to purchase the Contract, Seller warrants that: (a) the Contract and Guaranty, if any, are genuine, legally valid and enforceable and arose from the sale of the Property; (b) the Contract is subject to no defense, counterclaim or setoff; (c) copies of the Contract and all other documents signed by the Buyer(s) were given to the Buyer prior to consummation; (d) Seller has complied with the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act and any regulations thereunder, and all other applicable federal, state and local laws, regulations, rules and ordinances; (e) the Buyer is not a minor and has legal capacity to execute this Contract; (f) the Property is free and clear of all liens and encumbrances except the security interest granted herein and Seller has the right to assign its interest in the Contract; (g) the security interest granted to Seller constitutes a valid first lien on the Property and has been filed or recorded according to law indicating Assignee as first secured party; (h) the down payment shown on the face hereof has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (i) all statements of fact made in the Contract and all statements made by or on behalf of the Buyer in the credit applications and any other forms relating to the Contract are true to the best of Seller's knowledge and belief; (j) Buyer has physical damage insurance in the amount of the indebtedness; (k) there have been no material changes in the Buyers' income, indebtedness or employment and no other material changes between loan approval and funding. This is a condition to Assignee funding the Contract.

Notwithstanding anything herein to the contrary, if there is a breach of any of the foregoing warranties, as solely determined by Assignee, without regard to the Seller's knowledge with respect thereto or Assignee's reliance thereon, Seller agrees unconditionally to repurchase the Contract from Assignee, upon demand, for the full amount then unpaid plus costs and expenses incurred by Assignee (adjusted for unearned finance charge in accordance with the actuarial method), whether the Contract shall then be, or not be, in default, and to indemnify, defend and hold Assignee harmless from any loss, damages or claims of any nature by reason of such breach of warranty, including attorneys' fees, court costs, disbursements and out of pocket expenses.

Seller further agrees that in the event Buyer asserts against Assignee any claim, defense or counterclaim against payment of any sum owing under the Contract or in defense of repossession on the grounds, either oral or written, that the Property is defective, not as represented to Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or the manufacturer, Seller will, upon Assignee's demand, repurchase the Contract from Assignee and pay Assignee the full amount remaining unpaid (computed on unearned interest in accordance with the actuarial method) plus Assignee's costs and expenses including attorneys' fees, whether or not any such claim, defense or counterclaim shall be meritorious and without making adjudication of Buyer's claim, defense or counterclaim; and Seller also agrees to indemnify, defend and hold Assignee harmless from any such claims, including attorneys' fees, court costs, disbursements and out of pocket expense.

This liability of Seller shall not be affected by any extension, renewal or other change in the amount, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for payment thereof, or the release or non-perfection of any security therewith. Assignee shall not be bound to exhaust its recourse against Buyer or any other person or any security before being entitled to payment by the Seller hereunder. Seller waives notice of acceptance of this Agreement and notice of nonpayment and nonperformance of the Contract and any other notices required by law and waives all setoffs and counterclaims.

In addition, this Assignment includes the provisions of the paragraph below, which is checked by the Seller on the face of the Contract, provided that, if none of the paragraphs below has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse".

A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any dealer agreement between Seller and Assignee relating to the purchase of Contracts.

B. "Limited Recourse", in the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth on the reverse side under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract.

C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract.

D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract, and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default.

E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth on the reverse side under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

[EXHIBIT 2]

STATE OF MINNESOTA)
COUNTY OF RAMSEY)

AFFIDAVIT OF BRIAN F. COREY

Before me, the undersigned Notary Public in and for said state and county, personally appeared Brian F. Corey, who is known to me, and who being by me first duly sworn, deposes and states as follows:

1. I am Brian F. Corey, Assistant General Counsel for Green Tree Financial Corporation. I give this affidavit in connection with the Motion to Compel Arbitration/Motion to Stay/Motion to Dismiss filed by various Green Tree affiliated companies in the case of *Larketta Randolph v. Green Tree Financial Corp.-Alabama, et al.*, Civil Action No.96-D-11-N in the United States District Court for the Middle District of Alabama. I have personal knowledge of the matters and transactions discussed hereafter.

2. One of the Defendants recently named as a Defendant in this action is Green Tree Financial Servicing Corporation. Green Tree Financial Servicing Corporation was incorporated on December 5, 1994, under the laws of the State of Delaware and it maintains its principal place of business in St. Paul, Minnesota. Green Tree Financial Servicing Corporation is a wholly owned subsidiary of Green Tree Financial Corporation, a Delaware corporation.

3. Green Tree Financial Servicing Corporation was qualified to transact business in the State of Alabama on May 5, 1997. Its business activities in the State of Alabama since the time of its qualification, have involved commercial lending and commercial financing transactions, primarily in the form of floor plan financing for retailers. Green Tree Financial Servicing Corporation has not, at any time, been involved in any consumer finance transactions in the State of

Alabama and has had no involvement in the servicing or administration of the account of the Plaintiff in this action, Larketta Randolph.

/s/ Brian F. Corey
BRIAN F. COREY

SWORN TO AND SUBSCRIBED before me this 28th day of October, 1997.

/s/ Robin L. Harris
Notary Public

My Commission Expires:
1-30-2000

[SEAL]

[EXHIBIT 3]

IN THE
UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

Civil Action No. CV-96-D-11-N

LARKETTA RANDOLPH, on behalf
Of herself and all others Similarly situated,
Plaintiffs,

Vs.

GREEN TREE FINANCIAL CORPORATION,
GREEN TREE FINANCIAL SERVICING
CORPORATION AND GREEN TREE
FINANCIAL,
Defendants.

* * * * * *

DEPOSITION OF LARKETTA RANDOLPH, taken pursuant to stipulation and agreement before Lisa J. Nix, Registered Professional Reporter and Commissioner for the State of Alabama at Large, in the Law Offices of Rushton, Stakely, Johnston and Garrett, 184 Commerce Street, Montgomery, Alabama, on Friday, December 13, 1996, commencing at approximately 1:00 p.m.

* * * * * *

[9] A. Yes.

Q. And how long have you been operating a computer in that capacity?

A. Well, on this particular job, almost three years. But I also had to use a computer prior to the ferrosheen job. I forgot about that.

Q. Well, your lawyer and I were just talking about how computer literate we are. You apparently do know how to operate a computer and have for several years?

A. Somewhat. Mine is mostly already programmed.

Q. Do you do any programming yourself?

A. No.

Q. How long have you been operating a computer?

A. Say roughly seven years, eight years.

Q. Seven or eight years?

A. Yes.

Q. Do you have a computer at home?

A. Yes, I do.

Q. What kind of computer do you have at home?

A. Packard Bell.

[10] Q. How long have you had it?

A. Almost two years.

Q. Did you have it at the time that you bought this mobile home?

A. No, a year after.

Q. Did you have another computer at home before you bought the Packard Bell?

A. No, sir, I didn't.

Q. So was that your first personal computer?

A. Yes.

Q. What do you use the computer at home for?

A. Well, I use it for typing, too, sometime, but it's mainly for my children.

Q. But you use it for what purposes?

A. Just to play around with. That's all.

Q. Games and things of that nature?

A. Yes, sir.

Q. How did you become proficient in operating the computer? Did you have to go to some kind of a school?

A. I was trained on my job, yes.

Q. At Ampex?

A. Yes.

* * * * *

[12] [A] . . . .

Q. Where was that?

A. It was named Lois's Restaurant in Union Springs, Alabama.

Q. What other jobs have you had?

A. That's all.

Q. How far did you go in school?

A. 12th grade.

Q. Did you graduate?

A. Yes, sir, I did.

Q. What school was that?

A. Bullock County High School in Union Springs.

Q. When did you finish high school?

A. 1980.

Q. What type of a student were you in high school?

A. Fair.

Q. A's and B's?

A. A's, B's, and C's.

Q. Some C's?

A. Yeah.

Q. Did you ever have to repeat any grade?

A. No, I didn't.

[13] Q. I may not have asked you. How old are you, Ms. Randolph?

A. Thirty-four.

Q. I assume that you are able to read and write.

A. Yes, sir.

Q. Do you subscribe to any newspapers or magazines?

A. I have in the past.

Q. Which ones have you subscribed to in the past?

A. Ebony. I subscribed to Highlights for my children and Jet. That's about it that I can think of.

Q. Do you read the newspaper?

A. Yes, sir, I do.

Q. Do you take a newspaper at home or do you buy one periodically?

A. No. I read them at work.

Q. Do you normally read the newspaper every day?

A. Not every day.

Q. But most days?

* * * * *

[27] A. Yes, they're somewhere.

Q. Do you know whether the documents that you signed in connection with the purchase of the Saturn automobile or in connection with the financing of the purchase of the Saturn automobile contained an arbitration provision?

A. Well, after going through this, yes. He explained it to me.

Q. So when you bought the Saturn here in Montgomery—

A. Yes.

Q. —did they ask you to sign an arbitration agreement?

A. He explained it first, then . . .

Q. How did he explain it to you?

A. Right now, I don't know how to word it, so I'd rather not say.

Q. But he did mention arbitration?

A. Yes, sir.

Q. Now, you bought this car after you filed this lawsuit, didn't you?

A. Yes.

[28] Q. Do you know that you're making some kind of claim in this lawsuit about arbitration?

A. Now I do.

Q. When did you learn that you were making some kind of claim about arbitration in this lawsuit?

A. Last year I think it was.

Q. So had you heard of arbitration before you bought the Saturn?

A. After reading my documents about my home, I knew a little bit more about it.

Q. What I'm trying to find out is, at the time that you bought the Saturn automobile, you had heard something about arbitration—

A. Yes.

Q. —because of this lawsuit?

A. Right.

Q. Had you heard about arbitration from any other source?

A. No.

Q. So when you bought the car, the representative of the Saturn dealership asked you to sign an arbitration agreement; . . . .

* * * * *

[50][Q.] . . . . Did he mail them to you later?

A. I'm not for sure.

Q. Well, you do have some papers that relate to the purchase of your mobile home, don't you?

A. Yes.

Q. Because you've given them to your lawyer.

A. Yes.

Q. When did you read the front and back of the papers?

A. Well, I looked over the front at home.

Q. But after you got a copy of them, whether he left them with you that day or sent them to you later and after you had signed them, did you read them then?

A. After I had signed them?

Q. Yes, ma'am.

A. Or are you saying that he was there with me to sign them or . . .

Q. After you signed the papers and he gave you a copy, I thought I understood you to say that you don't remember—

A. I can't remember—

Q. —whether he gave you a copy that day.

[51] A. —right then or not.

Q. But you got them sometime later we know, because you've given a copy to your lawyer.

My question to you is, after you got them, whenever that was, did you read them at that time?

A. I went over the front and glanced over the back. The writing was real small, but I glanced over it.

Q. Did you see anything at the time you looked at it that caused you any concern?

A. Not at the time that I can recall.

Q. Do you have any insurance other than insurance on your car, your mobile home, and your life?

A. No.

Q. Have you ever been delinquent in the payments that you owed to the First National Bank?

A. No more than a day or two—well, it's not delinquent until after the past due date that they give you.

Q. . . . .

* * * * *

[63][Q.] . . . .

[Q.] Do you now say that anything that Mr. Banks said to you on that first day was false or untrue?

A. Not on the first day, no.

Q. Did you have any discussions with him on that first day about insurance on the mobile home?

A. No.

Q. Did you understand that if you bought the mobile home, you would have to have insurance on it?

A. Yes.

Q. Would you have wanted insurance on the mobile home anyway?

A. Yes.

Q. Did you understand when you bought the mobile—the very first mobile home that you bought, the one from Amos, that you had to have insurance on that mobile home?

A. Right.

Q. Did you understand that the reason why you had to have insurance on it is that if . . . .

* * * * *

[73] A. Right.

Q. Earlier he had mentioned the names of some other companies besides Green Tree, but you don't remember those names?

A. I can't remember right off the top who it was.

Q. Did he say anything in this visit to your mobile home that you now say is false or untrue?

A. Not that I can recall.

Q. I think I understand from what you have said earlier that after this visit to your mobile home, then he called you up on the telephone.

A. Right.

Q. How many days after that visit did he call you?

A. It wasn't many days after.

Q. What did he say?

A. He said that the loan had been approved and he had got it financed with Green Tree and that he would bring the paperwork down.

And I'm—I don't know how long it was . . . .

* * * * *

[75] A. Not that I can recall.

Q. Do you remember anything else he said in that telephone conversation?

A. None other than—No, that wasn't in the phone conversation I don't think. It was just because I had my single-wide underpinned with blocks, and I had

to get those away from there. But I can't remember whether that was said on the phone or when he was there.

Q. Had you been called by anybody from Green Tree asking you any questions before you signed these papers?

A. Not that I can recall.

Q. Have you told me everything that you can remember about the telephone call that you got from Mr. Banks?

A. That I can remember, yes.

Q. Do you now say that anything that he said to you in that telephone conversation was false or untrue?

A. Not that I can remember.

Q. What happened next?

* * * * *

[79] A. To make sure the figures was pretty much what he said.

Q. And were they?

A. Yes, the cost of the house and everything, yes.

Q. I think from what you told me earlier, you did not turn over the back and look at the back; is that correct?

A. Not that I can recall.

Q. Is there any reason why you could not have taken the time to do that?

A. Because he was steady talking and was talking about the interest rate and getting to Montgomery.

Q. But you could have taken the time to just flip over and look at the back, couldn't you?

A. Well, I guess I could have.

Q. Did he give you any explanation about this document, Exhibit Number One? I mean, did he explain any of the numbers to you or did he just give it to you and say take a look at it and you signed it?

[80] A. I can't remember, really.

Q. Did he say anything at all about arbitration?

A. Not that I can recall.

Q. If he had mentioned arbitration, would you have known what arbitration was?

A. No, but I would have asked probably what it meant.

Q. If he had said something about arbitration, that would have been something that you were not familiar with and you would have asked him what it was?

A. Uh-huh. (Positive response.)

Q. Is that correct?

A. Yes.

Q. But no mention was made about arbitration?

A. Not that I can recall.

(Defendant's Exhibit Three was marked for identification.)

Q. Let me show you what is marked as Defendant's Exhibit Three, which looks to be a mobile home invoice and bill of sale. I'll ask you if that has your signature on . . . .

* * * * *